

LeGard Dobermans

PO BOX 615

Oakman , Al

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(205) 622-9975

Legarddobermans@peoplepc.com

Deposit's Payments _____ Date Amount _____

This is your **LeGard Dobermans** Health and Temperament Guarantee, so keep it in a safe place. Effective 01/2009.

(New owner, please complete only the green new owners section along with the signature and date on the back page.)

ONE copy must be signed and returned to **LeGard Dobermans** in order for the guarantee to be valid.

NO puppies will be shipped unless contract is signed and returned, prior to sale. LeGard Doberman's reserves the right of refusal to adopt / purchase a LeGard Doberman to anyone at anytime.

Whereas **LeGard Dobermans**, hereinafter called "Seller" is the breeder of a Doberman Pinscher, further described as: (Breeder will complete at purchase)

Registered Name: _____

Call Name: _____ Sex: _____ Color: _____

AKC No: _____ Whelped: _____ Micro-chip #: _____

Name & AKC No. Of Sire: _____

Name & AKC No. Of Dam: _____

Purchased as _____ . With intent and goals to and for (If any) _____ .

and whereas, **buyer;** **(This field is REQUIRED!)**

New Owners Name: _____

Address: _____

Phone: _____ **E-mail:** _____

Full registration _____ . **Limited Registration** _____

Hereinafter called "Buyer," is desirous of purchasing the animal described above; now therefore, in consideration of the following:

Deposit: * \$ _____ . (*non refundable, may be applied to a different puppy at a later date)

Purchase Price: \$ _____ (Shipping cost and crate are additional)

***Deposit** and any payments made towards purchase amount are refundable in the event that LeGard Dobermans is not able to provide the requested type of puppy (as described within) due to the lack of availability of the desired criteria, sex,color and or parentage within 24 months of the date the deposit was received at LeGard Dobermans.

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LIMITATIONS OF CONTRACT

1. This contract applies to the original puppy and original buyer only and is nontransferable to a second party. No replacement puppy will be given if Puppy/Adult has been bred or sold outside of the limitations of this contract
2. Buyer is responsible for transportation costs to and from **LeGard Dobermans** on original and replacement puppy/Adult.
3. At the time of sale Puppy currently displays no disqualifying faults as stipulated by the AKC standard for Doberman Pinschers, **unless** purchased as “COMPANION” and or “PET Quality” as described within above and below.

Registration

This puppy is a purebred Doberman Pinscher, registrable with the American Kennel Club and an individual application is pending and shall be available at no additional charge to the purchaser. Upon execution of this contract, the seller does hereby convey title and interest in the described Doberman puppy to the buyer (except for the terms listed herein).

It is understood that **LeGard Dobermans** may register this puppy into the ownership and name of LeGard Doberman's prior to my purchase, and after all paperwork (contracts) are completed and sale is final, all AKC papers will be transferred into purchaser's name as owners accordingly,

If co-owned, dog will be registered also as such. **LeGard Doberman's** reserves the right to name the puppy on the AKC litter application, bearing the **LeGard** name, and any other name chosen by **LeGard**, prior to sale.

At the time of sale, this puppy is considered to _____ Quality*. Although the best possible breeding stock is used, **LeGard Dobermans** offers no guarantee that disqualifying faults will not arise at a later date which would make this puppy unsuitable for the show ring or for breeding purposes. In such cases, with provable efforts to title using a knowable professional handler, if unable to title due to the above mentioned faults, a replacement puppy of same or better quality will be offered at no cost, when one becomes available with **LeGard Dobermans**. (Shipping is buyer's responsibility, **LEGARD Dobermans** is not to be held responsible for any shipping fee's, costs or freight to or from buyer at any time).

Health

This puppy has been inspected by a veterinarian between prior to placement and was found to be in good health but it is the purchaser's responsibility to take the animal for a complete physical examination by his/her own veterinarian within 48 hours of taking possession. If the animal is found to be diagnosed with a hereditary / congenital condition or diagnosed with any preventable disease that this puppy/adult has been vaccinated against prior, such as PARVO/DISTEMPER within 48 hours of purchase, a report of the results is to be sent to **LeGard Dobermans** and the animal can be returned immediately at no expense to the breeder, or A DEATH CERTIFICATE SIGNED BY A LISCEND VETRINARIAN (Less any shipping) for a refund of the purchase price, pending verification by the breeder's veterinarian.

LeGard Dobermans will not be responsible for illness or health problems, which are diagnosed after this time period except those conditions specified within this agreement.

Your Doberman is guaranteed from the Date of purchase to be free from a named hereditary disease or defect for it's lifetime providing that it is maintained on a regular regimen of a healthy diet as well as supplemented with NUVET on a daily basis. At anytime should the puppy/dog be removed from the daily regimen of the NuVet Supplement this guarantee will be void. Effective 01/01/2009.

Hip dysplasia

Seller guarantees that Puppy will obtain a passing OFA hip rating (Fair, Good, or Excellent) and elbow rating (Clear) at the age of 2 years.

Hip Dysplasia is a congenital malformation of the ball and socket joint of the hip. A dog may or may not become lame because of the disease and depending upon its severity. Although there is no guarantee that a puppy will not get hip dysplasia, we are making every effort to avoid such an occurrence by using stock that has been x-rayed and rated by the orthopedic foundation for animals (OFA). In the event that one of our puppies does become dysplastic, we will replace the puppy with another of the same quality, if the puppy is found to have hip dysplasia in which the disease is properly diagnosed. The X-ray and the OFA letter of diagnosis must be returned to the breeder. If the buyer chooses to keep the puppy, a certification of sterilization must be given before any replacement will be made by the sellers. This guarantee on replacement is good from the lifetime of the Doberman. The Doberman **MUST** be OFA X-Ray at no later than 24 months of age initially for the hip replacement agreement. Failure to do so voids all hip and elbow guarantees. In the event that a bitch conceives a litter or a male sires a litter, this guarantee becomes null and void. **LeGard Dobermans** will not be responsible for any veterinary or other expenses incurred nor **LeGard Dobermans** pay for any transportation charges for the replacement puppy.

Elbow Dysplasia- Must be diagnosed prior to third birthday

Canine eye disease that leads to blindness-Must be diagnosed prior to second birthday

Cardiomyopathy- Must be diagnosed prior to fourth birthday

CVI -Must be diagnosed prior to fourth birthday

(others may also apply) EXCLUDED are any and all Skin Disease, including Demodex Mange.

If your Dobe is found to have a covered heredity defect, simply return it to us, and we will replace it at no charge, you are responsible for any travel expenses, shipping, to and from **LeGard Dobermans** for both the replacement and the original Dobe. NO cash refunds!

At our option we may or may not allow the owner to keep the original Dobe with the replacement.

LeGard claims no financial responsibility for any type of surgery or procedures of any type.

LeGard will replace your Dobe with one of equal or greater value when one becomes available depending on availability.

Your **LeGard Doberman** also carries a Two years from date of purchase Temperament Guarantee, if for any reason you are not satisfied with the temperament, simply return it to us under conditions as stated above and following, and we will happily replace it. Your Dobermans ears must be standing and cropped (Unless otherwise agreed), proof of daily supplements with NUVET PLUS and must have never been bred or injured, crippled, disfigured If your Doberman was graded NOT for breeding, (companion), it must be surgically altered. All A.K.C. papers must be returned to LeGard Dobermans and properly signed.

TEMPERAMENT

1. Seller strongly recommends that Buyer attend a minimum of 2 completed course obedience classes (must show proof) with Puppy and provide proper socialization opportunities for Puppy. Failure to do so may void your guarantee!
2. Should Puppy exhibit aggressive behavior any other unacceptable behavior which Buyer deems intolerable and irreversible within 24 months after purchase, Buyer will provide Seller with proof that Puppy has been sufficiently socialized and that obedience classes and other structured training methods have been attempted with no results. Upon receipt of such proof, evaluations of Puppy will be scheduled with three recognized canine breeders or trainers, one to be chosen by Buyer, one to be chosen by Seller, and one to be chosen jointly. Should Puppy be deemed

irreversibly aggressive or lack nerve and soundness by two of the chosen breeders/trainers, Seller will arrange for euthanasia OR retraining and re-homing if applicable of Puppy and provide Buyer with a replacement puppy of similar quality as soon as such a puppy is available to Seller. If an evaluation reveals the Puppy has not received adequate socialization, Seller will accept Puppy back but there will be no replacement or refund.

3. In the event the puppy is proven to have lacked and or denied training in proper socialization and is returned to **LeGard Dobermans**, due to anti- social behavior, the buyer shall be forever banned from ever owning another LeGard Doberman in the future!

Buyer Agrees

1. Buyer agrees to maintain preventative care of puppy/dog in regards to hip dysplasia such as proper nutrition (including avoiding excessive nutrition), including adding the daily supplement of NUVET, proper exercise, and preventing stress injuries (e.g. Not allowing puppy/dog to jump from heights taller than itself at the shoulder and no forced exercising, running, until at least 18 months of age.

2. Buyer agrees that this animal will not be used for breeding purposes until it is at least 24 months of age, x-rayed and certified clear of hip dysplasia by the OFA, of sound temperament, in good health and free of communicable diseases, hereditary faults, and/or show disqualifying faults as expressed by the official AKC Standard for the Doberman.

3. Buyer agrees that the puppy/dog will reside at the home of the Buyer, to take good and reasonable care, feed and house dog properly, keep inoculations current, to keep dog contained in kennel runs or fenced yards of adequate height and security and not tie out dog or allow to run at large.

4. That the male dog may be used at stud free of charge to any bitch owned, co-owned or leased by the seller, three times during the life of the dog. If this dog is transferred to a new owner at any time, this stud right must be agreed to in writing by the new owner and all subsequent owners.

5. If buyer decides to sell or place dog, seller will be advised immediately and will be given first opportunity to obtain dog at a price no higher than that to be offered to any other party.

6. To keep seller informed of any change of address and phone number at all times.

7. Failure to comply with all aspects of this contract renders all guarantees null and void and seller has the right to take dog away from buyer(s).

Buyer Obligations

The buyer swears that he/she is not acting as an agent in the purchase of this animal and that it will remain solely in his/her custody. Buyer further swears that he/she is not associated with a pet shop or animal broker and this Doberman is not for resale of any type or matter.

The buyer agrees to care for this dog as would a humane and conscientious dog owner and agrees to provide:

1) Adequate fencing, adjacent to and accessible from the buyer's home, and to confine the dog when outdoors and refrain from restraining it on a chain or rope

2) Adequate veterinary care, including but not limited to annual checkups; to keep all immunizations current according to the Veterinary Medical Association Guidelines

3) Adequate house for this dog within the buyers home and yard

4) Adequate exercise by providing the dog with supervised walking or running on a regular basis

5) Safe vehicle transport. The buyer must not at any time transport the animal in the open cargo area of a vehicle. i.e.

pick up truck box

6) Feed the dog a good quality pet food that is certified by AFCCO or CVA

7) Supplement daily with NuVet

The buyer agrees that ownership or possession of this dog will not be transferred without the written consent of the breeder. The breeder will accept the return of this dog at any time the purchaser declines to keep said dog. However, the breeder is not obligated to refund any or all of the purchase price except as stated in conditions above.

All expenses regarding the animals including: shipping of the animals, proper care, veterinary fees, housing, lifting of a non-breeding contract, or legal liabilities are the responsibility of the buyer at whose home the animal will reside.

The buyer agrees to inform **LeGard Dobermans** of any titles or awards obtained by the animal for our breeding records. The buyer will inform **LeGard Dobermans** of any change of address or phone number so that we may keep track of all animals bred by this kennel. The animal will retain the **LeGard** Doberman name.

Ownership

The buyer agrees that ownership and/or possession of this animal will not be transferred without written consent of the seller. The buyer will not abandon the animal to a shelter or give the animal away. The seller will accept the return of this animal at any time the buyer declines to keep said animal; however, the seller is not obligated to refund any of the purchase price except within the first 48 hours after purchase. If the animal is found to have been sold or given away without seller's consent and seller discovers this, the seller will take legal action and original buyer of the animal will be responsible for all legal expenses incurred.

The buyer agrees to maintain the animal in a humane environment and properly train and care for it. Specifically the animal will be properly licensed and inoculated against rabies, distemper, parvo virus, and other communicable diseases as recommended by a qualified veterinarian. The animal will not be allowed to roam and will be socialized and obedience trained appropriately. The breeders strongly recommend permanent identification by tattoo or microchip.

The Buyer agrees to keep in contact with the Seller and inform the Seller of results of shows, tests, or evaluations performed by or on this animal. The Buyer also agrees that in the event of any health or behavior concerns that arise during the ownership of this animal, the Buyer will use all reasonable measures to resolve the issue and keep the Seller updated with the development of the problem or success. The Seller agrees to be of any assistance possible.

Registration

The seller certifies that the animal is eligible for registration under the regulations of the American Kennel Club as a purebred Doberman Pinscher and will provide proper forms for such a registration. The breeder reserves the right to affix the name of **LeGard Dobermans** and supply a registry name for the dog. In an effort to ensure that only animals that will provide an improvement to the breed are used for breeding, all Dobermans "Graded" by **LeGard** as COMPANIONS and or "Pet quality are sold with a Limited AKC Registration application (offspring not registrable). The AKC Limited Registration can be lifted by the seller and will only be lifted if the following conditions are met:

1. Animal does not show any disqualifying faults as found in the AKC / UDC Doberman Breed Standard
2. OFA certified hips (prelim number also accepted)
3. Temperament tested or Canine Good Citizen tested and proof of a certificate
4. A veterinarian health certificate is provided as proof of good health

Rebate offers

When your **LeGard Doberman** has been titled with the approved AKC Championship and or Obedience and or Schutzhund titles and health tested with the following, you will be entitled to obtain a **LeGard Doberman** puppy at no cost less any shipping (all and any shipping is the responsibility of the purchaser). The Rebate puppy will be provided when one becomes available at **LeGard Dobermans** and will be selected from a litter of their choice, equal to or lesser than the original puppy purchased.

Approved titles and required health testing prior to rebate:

AKC Championship and or Sch.title achieved must equal AKC CD and CGC, AKC Championship, Schutzhund BH, and Sch 1. Titles must be in combination of two titles for rebates.

OFA certified hips, Vet Gen Vwd, and that the Animal does not show any disqualifying faults as found in the AKC / UDC Doberman Breed Standard.

The buyer will be responsible for the fee charged by the AKC to lift the Limited Registration. If the buyer has no interest to pursue the above conditions, the animal should be spayed or neutered.

Spay & Neutering:

Bitches which are purchased as family companions and dogs which are judged not to be of show and breeding quality should be spayed when they near maturity, before nine months of age.

STIPULATIONS - SHOW Purchase

1. Notification of all awards won by and critiques of Puppy along with the name(s) of the judge(s) and the Club sponsoring the show shall be forwarded to breeder. Buyer also agrees that Seller may use the photographs and any particulars of qualifying awards in any future advertising.
2. Breeding Prerequisites: Puppy shall NOT be bred until after the age of 18 months - male or 24 months - female and shall only be bred after receiving OFA / OVC certification of both hips and elbows. Seller strongly recommends that eyes, heart, and thyroid gland also be checked and certified.
3. In the event that a bitch conceives a litter or a male sires a litter outside the limitations of this Agreement all guarantees offered herein become null and void.

"Show Quality" Dogs:

1. Is when a puppy has been graded to be breeding/show prospect. Breeding/show prospect shall be understood to mean that no disqualifying cosmetic faults as defined in the AKC Doberman Pinscher standard are evident at time of sale and further that no faults of genetic origin are immediately apparent.
2. Buyer understands that Puppy has been sold with unlimited AKC registration.

The breeders will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet quality. There is no guarantee that a puppy evaluated as "Show Quality" will be successful in the show ring as an adult and no warranties are made to that effect. The breeders encourage owners to participate in the sport of purebred dogs and may be available to assist purchasers in preparing and showing dogs, which are evaluated to be of show quality.

"Working Quality Dogs"

The breeders will use their best judgment and the advice of other fanciers in evaluating the puppies as working quality. There is no guarantee that a puppy evaluated as "Working quality" will be successful in the working/sport arenas as an adult and no warranties are made to that effect. The breeders encourage owners to participate in the sport of purebred dogs and may be available to assist purchasers in preparing and training/working dogs, which are evaluated to be of working/sport quality.

Disclaimer

The breeder does not guarantee against any environmental temperament problems, environmental referring to abuse, neglect, teasing, or failing to train the dog properly. The breeder strongly suggests the buyer to take their new pet to obedience classes to learn proper handling techniques.

BE IT KNOWN TO ALL PARTIES ENTERING INTO THIS CONTRACT THAT IT IS A LEGALLY BINDING DOCUMENT.

ANY deviation or breach within this agreement by the purchaser will allow **LeGard Dobermans** to deem this document VOID should all condition not be met as hereby agreed as stated within.

In the event of any breach of this agreement that cannot be resolved to seller's satisfaction, the sellers (**LeGard Doberman's**) will pursue legal action. Buyer(s) shall be accountable for all court costs and legal fees assumed by both parties in a suit won by the sellers. In the case of SPCA or other animal welfare agencies seizing the dog due to cruelty, neglect, abandonment, the seller retains the right to reclaim dog to care for and rehabilitate it.

Buyer agrees that Seller shall have the right to enforce provisions of this contract in a court of law or through alternative dispute mediation. If legal action by Seller is necessary to enforce any provision, Buyer will pay for costs and attorney fees incurred by Seller. In the event litigation is needed to enforce any of the terms as set forth above, the prevailing party shall be entitled to reasonable attorney fees and costs, as determined by a court of competent jurisdiction. Any legal action regarding this Agreement will take place in the state of Alabama and county Walker of Seller's residence at the time of such legal action.

(Co-ownership clause: If said dog is to be co-owned by buyer and seller. Rights and obligations of seller over and above those already stated within this agreement are nil unless specified here. An attachment will be added for a co-ownership.) **LeGard Dobermans** reserves the right to allow other litigation in the event of any disputes between both parties, the buyer and the seller.

Please feel free to contact the breeder with any questions or problems that arise during your pet's lifetime. Please keep in touch with the breeder and offer the breeder updates on your new pet as this helps to keep the breeder informed on the bloodline and of your satisfaction. I the buyer / Purchaser have read and understand all of the terms and agreements here within this document.

I hereby agree to all the above terms and conditions as signed:

Breeder .(sign)

Date

 New Owner .(sign)

Date